(K)

19/49.

File No. A.G.N. Laq/49-II

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Legal DEPARTMENT

E. BRANCH

Subject:— Draft Agreement.

Scrutiny of — under

the Land Acquisition Act 1894.

P.54

C.

File No. A.G.N Laq/49-II

Std. Scott. Slip 24 L. e.

12-E

C O N T E N T S.

Legal Department File No. A.G.N. Lag/49-II

Sr. No.	A. I. / O. No.	Subject	Pages.
1.		Draft Agreement between the M.S.M. Railway Employees' Co-Op. Housing Society Ltd., and the Governor of Bombay -	1-9.
2.		Draft Agreement between the Byadgi Co-Op. Housing Society Ltd., and the Governor of Bombay -	11-19.
3.		Draft Agreement between the Karwar Education Society and the Governor of Bombay -	21-25.
4.		Draft Agreement between the Gokak Co-Op. Housing Society and the Governor of Bombay -	27-33.
5.		Draft Agreement between the Basaweshwar Vidya Vardhak Sangh and the Governor of Bombay -	35-43.
6.		Draft Agreement between the Karnatak Lingayant Education Society Belgaum and the Governor of Bombay -	45-53.

EVY. 31/5.

16

DRAFT AGREEMENT.

An agreement made this the day of One thousand nine hundre and forty nine between the M.S.M.Railway Employees' Cooperative Housing Society Ltd. a society registered under the Bombay Cooperative Societies Act 1925(VII of 1925) and having its registered office at Hubli (hereinafter called the "Society" which expression shall, unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the one part, and the Governor of Bombay, (hereinafter called " the Government which expression shall unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the other part.

Whereas the principal objects for which the Society is established is construction of buildings, roads, etc.

And Whereas the Society has applied to the Government that certain land situate at Nagsnettikop taluka Hubli more particularly described in the schedule hereto annexed and hereinafter referred to as " the said land" should be acquired under the provisions of the Land Acquisition Act 1894 (I of 1894) (hereinafter referred to as " the said Act") for ~~constructing roads, buildings, etc.~~ the Society

And whereas the Government having caused an inquiry to be made in conformity with the provisions of the said Act and being satisfied as a result of such inquiry that the acquisition of the

Said....

the construction of the Society's
said land is needed for ~~constructing~~
buildings, ~~roads, etc.~~ has consented to the
provisions of the said Act being put in
force in order to acquire the said land
for the Society and has pursuant to
Section 41 of the said Act required the
Society to enter into an agreement hereafter
contained with the Government.

Now, these presents witness and
it is hereby agreed that the Government
shall put in force the provisions of the
said Act in order to acquire the said land
for the Society on the following conditions
namely :-

1. The Society shall pay to the Government
the entire cost as determined by the
Government of ~~Bombay~~ the acquisition of
the said land including all compensation
damages, costs charges and other expenses
whatsoever which have been or may be paid
or incurred in respect of or on account of
such acquisition or in connection with any
litigation (arising out of such acquisition either in the original or appellate Courts and including
the costs on account of any establishment
and salary of any officer of officers
of the Government whom the Government
may think it necessary to employ or depute
on special duty for the purpose of such
acquisition and also including the percentage
charges on the total amount of compensation
awarded as prescribed in Government
Resolution Revenue Department, no.2461/24,
dated the 6th March 1925 and 24th November
1925 or any other resolutions (which may be issued by Government hereinafter in supersession or modification of the said resolutions.) The
monies which shall be payable by the
Society under this clause have been paid
it by the initial deposit with the Collector

of...

of Dharwar (hereinafter called " the Collector") of the sum of rupees 4459/2/- (~~if it is paid on 3/12/1948~~) and thereafter by payment to the Collector within fourteen days after demand by the Collector in writing of such further amount or amounts ~~as~~ as the Collector shall from time to time estimate to be required for the purpos of paying or disbursing any compensation damages, costs, charges or expenses hereinbefore referred to.

2. On payment of the entire cost of the acquisition of the said land, as hereinabove referred to, the whole of the said land shall, as soon as conveniently may be, be transferred to the Society at the cost of in every respect of the Society so as to vest in the Society subject to the provisions of the Bombay Land Revenue Code, 1879 (hereinafter called the "said Code") and the rules made thereunder and subject also to the provisions of th agreement as to the terms on which the land shall be held by the Society.

3. The said land when so transferred to ~~be~~ and be vested in the Society shall be held by the Society as its property to be used only in furtherance of the purposes for which it is acquired, subject nevertheless to the payment of agricultural, non-agricultural or other assessment if and so far as the said land is or may from

time to time be liable to such assessment under the provisions of the said Code and the rules made thereunder ~~under~~ and the local fund cess, as the case may be.

4. The Society shall-

i. not use the said land for any purpose other than that for which it is acquired;

ii. undertake the work of construction of the building or buildings required within one year from the date on which possession of the land is handed to the Society and complete the same within three years from the aforesaid date;

iii. at all times, keep and maintain the said land and the building or buildings, erected thereon in good order and condition to the satisfaction of the Collector;

iv. manage the said Society in accordance with the rules framed under the Bombay Cooperative Societies Act 1925;

v. maintain all records of the Society properly and supply to the Government punctually such returns of statistical and other information as may from time to time be required by Government;

vi. not use the said land or any building that may be erected upon it for any purpose which in the opinion of Government is objectionable.

5. The Society shall from time to time and at all times permit the Government ~~work~~ or any officer or officers authorised by the Government in that behalf to inspect the said land and any works of the Society upon the said land whether in the course of construction or otherwise and shall furnish to

... or any officer or officers authorised by the Government in that behalf

the Government from time to time on demand correct statements of the monies expended by the Society in the construction of the said works of the Society upon the said land.

6. In case the said land is not used for the purpose for which it is acquired as hereinbefore recited or is used for any other puppose or in case the Society commits a breach of any of the conditions hereof, the said land together with the buildings, if any, erected thereon, shall be liable to resumption by the Government subject however to the condition that the amount spent by the So ciety for the acquisition of the said land or its value as undeveloped land at the time of resumption whichever is less(but excluding the cost or value of any improvements made by the Society to the said land or of any structure standing on the said land) shall be paid as compensation to the Society.

Provided that the said land and the buildings, if any erected thereon shall not be so resumed, unless due notice of the breach complained of has been given to the Society and the Society has failed to make good the breach or to comply with any directions issued by the Government in this behalf within the time specified in the said notice for compliance therewith.

7. If at any time or times the whole or any part of the said land is required by Government or for the purpose of

making....

making any new public road or for any purpose connected with public health, safety, utility or necessity(as to which matter ~~the~~ the Society shall accept as final the decision of the Government) the Society on ~~being~~ being thereunto required by the Government in writing shall transfer to the Government the whole or part of the said lands as the Government shall specify to be necessary for any of the aforesaid purpose and in consideration of such transfer the Government shall pay to the Society a sum equal to the amount of the compensation awarded under the said Act and paid by the Society in respect of the land so transferred including the percentage awarded under sec.23(2) of the said Act together with such amount as shall be estimated by the Executive Engineer, Dharwar Division whose decisions in the matter shall be final as the cost of the development of the land so transferred which shall include the value on the date of transfer of any structures standing thereon and when part of a building is on the land so transferred and part on an adjoining land, reasonable compensation for the injurious affection of the part of the building on the adjoining land.

8. All the costs and expenses of and incidental to the preparation and execution of these presents shall be paid by the Society.

THE SCHEDULE ABOVE REFERRED TO.

SCHEDULE.

District Dharwar. Talu ka Hubli.

Village Nagshettikhop Survey Nos. 79 and 80

Approximate area of the land required

38 acres and 31 gunthas.

In witness whereof, the Chairman of the Society hath for and on behalf of the Society pursuant to a resolution of the M.C. of the Society and the Collector of Dharwar hath on behalf of the Governor of Bombay set his hand and affixed the seal hereto the day and year first above written.

Signed, sealed and delivered by

In the presence of

1.

2.

Chairman, M.S.M. Railway Employee Coop. Housing Socy. Hubli.

Seal of the Society.

Signed, sealed, and delivered by

Collector of Dharwar.

in the presence of-

1.

2.

Seal of the Collectorof Dharwa

9 5/7/49

Legal Department.

The draft Agreement as slightly amended is in order.

BN 8/7

oc/ Solicitor to Government,
Legal Department.

U.R. to R.D. No. 7658

dated. 9th July 1949

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11/7

P.H.R.
PGS 6/7/49

DRAFT AGREEMENT.

An agreement made this, the day of One thousand nine hundred and forty nine between the Byadgi Cooperative Housing Society Ltd., Society registered under the Bombay Co-operative Societies Act 1925(VII of 1925) and having its registered office at Byadgi(hereinafter called the "Society" which expression shall, unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the one part, and the Governor of Bombay(hereinafter called "the Government" which expression shall unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the other part.

Whereas the principal objects for which the Society is established is construction of buildings, roads etc.

And Whereas the society has applied to the Government that certain land at Byadgi taluka Ranebennur more particularly described in the schedule hereto annexed and hereinafter referred to as " the said land" should be acquired under the provisions of the Land Acquisition Act 1894 (I of 1894) (hereinafter referred to as " the said Act") for ~~constructing roads, buildings etc.~~ the Society's buildings

And ~~xx~~ Whereas the Government having caused an inquiry to be made in conformity with the provisions of the

said Act and being satisfied as a result of such inquiry that the acquisition of the said land is needed for constructing ~~for~~ the Society buildings; ~~roads, etc.;~~ Government has consented to the provisions of the said Act being put in force in order to acquire the said land for the Society and has pursuant to section 41 of the said Act required the Society to enter into an agreement hereafter contained with the Government.

Now, these presents witness and it is hereby agreed that the Government shall put in force the provisions of the said Act in order to acquire the said land for the Society on the following conditions namely :-

1. The Society shall pay to the Government the entire cost as determined by the Government of the acquisition of the said land including all compensation, damages, costs charges and other expenses whatsoever which have been or may be paid or incurred in respect of or on account of such acquisition or in connection with any litigation arising out of such acquisition either in the original or appellate Courts and including the costs on account of any establishment and salary of any officer or officers of the Government whom the Government may think it necessary to employ or depute on special duty for the purpose of such acquisition and also including the percentage charges on the total amount of compensation awarded as prescribed in Government Resolution, Revenue Department, No.2461/24, dated the 6th March 1925

p.t.o.

and 24th November 1925, or any other resolutions. The monies which shall be payable by the Society under this clause has been paid by it by the initial deposit with the Collector of Dharwar (hereinafter called "the Collector") of the sum of rupees 8834/- on 31-12-1948 and thereafter the Society shall pay to the Collector within fourteen days after demand by the Collector* shall from time to time estimate to be required for the purpose of paying or disbursing any compensation damages, costs, charges or expenses hereinbefore referred t

* in write of such further amount or amounts as the Collector

2. On payment of the entire cost of th acquisition of the said land, as hereinabov referred to, the whole of the said land s+ shall, as soon as conveniently may be, be transferred to the Society at the cost in every respect of the Society so as to vest in Society subject to the provisions of the Bombay Land Revenue Code, 1879 (hereinafter called the "said Code") and the rules made thereunder and subject also to the provisions of this agreement as to the terms on which the land shall be held by the Society.

3. The said land when so transferred to be vested in the Society shall be held the Society as its property to be used only in furtherance of the purposes for which it is acquired, subject nevertheless to the payment of agricultural, non-agricultural other assessment if and so far as the said land is or may from time to time be liable to such assessment under the provisions of the said Code and the rules made thereunder/ under the local fund cess, as the case may be.

4. The Society shall -

i.not use the said land for any purpose other than that for which it is acquired;

ii.undertake the work of construction of the building or buildings required within one year from the date on which possession of the land is handed to the Society and complete the same within three years from the aforesaid date.

iii.at all times, keep and maintain the said land and the building or buildings erected thereon in good order and condition to the satisfaction of the Collector;

iv. manage the said Society in accordance with the rules framed under the Bombay Cooperative Societies Act 1925;

v. maintain all records of the Society properly and supply to the Government punctually such returns of statistical and other information as may from time to time be required by Government.

vi.not use the said land or any building that may be erected upon it for any purpose which the opinion of Government is objectionable.

5. The Society shall from time at all times permit the Government or any Officer of officers authorised by the Government in that behalf to inspect the said land and any works of the Society upon the said land whether in the course of construction or otherwise and shall furnish to the Government from time to time on demand correct statements of the monies expended by the Society in the construction of the said works of the Society upon the said land.

p.t.o.

6. In case the said land is not used for the purpose for which it is required as hereinbefore recited or is used for any other purpose or in case the Society commits a breach of any of the conditions hereof, the said land together with the buildings, if any, erected thereon, shall be liable to resumption by the Government subject however to the condition that the amount spent by the Society for the acquisition of the said land or its value as undeveloped land at the time of resumption, whichever is less(but excluding the cost or value of any improvements made by the Society to the said land or of any structure standing on the said land) shall be paid as compensation to the Society. Provided that the said land and the buildings, if any erected thereon shall not be so resumed, unless due notice of the breach complained of has been given to the Society and the Society has failed to make good the breach or to comply with any directions issued by the Government in this behalf within the time specified in the said notice for compliance therewith.

7. If at any time or times the whole or any part of the said land is required by Government or for the purpose of making any new public road or for any purpose connected with public health, safety,utility or necessity(as to which matter the Society shall accept as final the decision of the Government)the Society on being thereunto required by the Government in writing shall transfer to the Government the whole or part of the said land as the Government shall specify to be necessary for any of the aforesaid purposesand in consideration of such transfer the Government,shall

p.t.o.

pay to the Society a sum equal to the amount of the compensation awarded under the said Act and paid by the Society in respect of the land so transferred including the percentage awarded under Sec.23(2) of the said Act, together with such amount as shall be estimated by the Executive Engineer, Dharwar Division, whose decisions in the matter shall be final as the cost of the development of the land so transferred which shall include the value on the date of transfer of any structures standing thereon and when part of a building is on the land so transferred and part on an adjoining land, reasonable compensation for the injurious affection of the part of the building on the adjoining land.

8. All the costs and expenses of and incidental to the preparation and execution of these presents shall be paid by the Society.

THE SCHEDULE ABOVE REFERRED TO.

SCHEDULE.

District Dharwar Taluka Ranebennur.

Village Byadgi Survey Nos.45,305,321.

Approximate area of the land required 9 acres and 26 gunthas.

In witness whereof, the Chairman of the ~~Society~~ Byadgi Co-operative Housing Society hath for and on behalf of the ~~Society~~ Society, pursuant to a resolution of the ~~M.C.~~ Managing Committee of the Society and the Collector of Dharwar hath on behalf of the Governor of Bombay set his hand and affixed the seal here to the day and year first above ~~written~~. written

1 / 4

Signed, sealed and delivered
by

In the presence of

1

Seal of the Society

2.

Signed, sealed and delivered by

Collector of Dharwa

in the presence of

1

2 .

Seal of the Collector
of Dharwar.

19 to 7/7

Legal Department.

The draft agreement as amended is in order.

8/7 Solicitor to Government.

U.R. to R.D. No. 7577 dated the 8th July 1949.

2 L 99
71

To

1.

2.

3.

4.

and5.

Members of Board of Trusteeo.

The Karwar Education Society,Karwar.

Whereas by an agreement dated the day of 1949 and expressed to be made between the Karwar Education Society,Karwar, a Society registered under the Societies Registration Act,1860 (XXI of 1860) having its registered office at Karwar (hereinafter called "the Society" which expression shall, unless excluded by or repugnent to the context be deemed to include its successors and assigns) of the one part and the Governor of Bombay (hereinafter called "the Government" which expression shall, unless excluded by or repugnent to the context be deemed to include his successors in office and assigns) of the other part; in consideration of the Society having undertaken to use the pieces or parcel of land more particularly described in the schedule hereto annexed (hereinafter referred to as "the said land") for the purposes of a School site including play ground for Hindu High School,Karwar, the Government agreed to acquire the said land under the provisions of the land Acquisition Act,1894 (hereinafter called "the said Act").

AND WHEREAS in pursuance of the said agreement Government have acquired the said land and the Society has paid to the Government the cost of acquisition of the said land.

AND WHEREAS the possession of the said land has been delivered and transferred to the Society.

AND WHEREAS the said land has been vested in the Society subject to the provisions of the Bombay Land Revenue Code 1879 (hereinafter called "the said Code") and the rules framed thereunder from time to time.

NOW THEREFORE it is hereby declared that the said land is vested in the Society as its property to be used for

the purposes of a School site including play-ground for Hindu High School,Karwar, subject nevertheless to the payment by the Society of agricultural non-agricultural or other assessment as the case may be to which the said land may be both under the provisions of the said Code and the rules made thereunder and the local fund cess as the case may be on the following terms and conditions:-

(1) The Society shall-

(i) not use the said land for any purpose other than that for which it is acquired;

(ii) undertake the work of construction of the building or buildings required for the said school within two years from the date of which possession of the land is handed over to the society and complete the same within five years from the aforesaid date;

(iii) at all times, keep and maintain the said land and the building or buildings erected thereon in good order and condition to the satisfaction of the Collector;

(iv) maintain all records of the society properly and supply to the Government punctually such returns of educational, statistical and other information as may from time to time be required by the Government;

(v) manage and conduct the said society in accordance with the rules and regulations for the time being in force of the Educational Department of the Government.

(vi) not use the said land or any building that may be erected upon it for any purpose which in the opinion of Government is objectionable.

(2) The Society shall, from time to time and at all times, permit the Government or any officer or officers authorised by the Government in that behalf, to inspect the said land and any works of the society upon the said land whether in the course of construction or otherwise, and shall furnish to the Government from time to time on demand correct

statement...

23 4 5

of the money expended by the society in the construction of the said works of the society upon the said land.

(3)In case the said land is not used for the purposes for which it is acquired as hereinbefore recited or is used for any other purpose or in case the society commits a breach of any of the conditions hereof, the said land together with the buildings, if any, erected thereon shall be liable to resumption by the Government subject however, to the condition that the amount spent by the society for the acquisition of the said land or its value as undeveloped land at the time of resumption, whichever is less (but excluding the cost or value of any improvements made by the society to the said land or of any structure standing on the said land) shall be paid as conpensation to the society.

Provided that the said land and the buildings, if any, erected, thereon shall not be so resumed, unless due notice of the breach complained of has been given to the society and the society has failed to make good the breach or to comply with any directions issued by the Government in this behalf, within the time specified in the said notice for compliance therewith.

(4) If at any time or times the whole or any part of the said land is required by the Government or for the purpose of making any new public road or for any purpose connected with public health, safety utility or necessity (as to which matter the society shall accept as final the decision of the Government), the society on being thereunto required by the Government in writing shall transfer to the Government the whole or part of the said land as the Government shall specify to be necessary of the aforesaid purposes, and in consideration of such transfer the Government shall pay to the society a sum equal to the amount of the compensation awarded under the said Act and paid by the society in respect of the land so transferred, including the percentage awarded under section 23(2) of the said Act, together with such amount as shall be

estimated by the Executive Engineer, Karwar, Division, whose decision in the matter shall be final as the costs of the development of the land so transferred, which shall include the value at the date of transfer of any structure standing thereon and when part of building is on the land so transferred and part is on an adjoining land, reasonable compensation for the injurious affection of the part of the building on the adjoining land.

SCHEDULE.

District Kanara Taluka Karwar Town-Karwar Survey No.215 of Board. Approximate area of the land required: 39 Gunthas.

This sanad is executed on behalf of the Governor of Bombay by the Collector of Kanara, this, day of 1949.

Collector of Kanara.

KML/
6.8

25 9+ 93

Legal Department.

A revised draft Sanad is appended.

BN 9/8

✓ 04 Solicitor to Government.

U.R.to R.D.,No. 8999 , dated the 10th August 1949.

MRP.
9/8.

Issued copy 10/8

9/11 Submitted after issue

File in Agenda Item

Map

1118

Sqft - Rs 1/-

DRAFT AGREEMENT.

An agreement made this the day of one thousand nine hundred and forty nine between the Chairman Gokak Co-Operative Housing Society Ltd., a society registered under the Bombay Co-operative Societies Act (VII of 1925), and having its registered office at Gokak (hereinafter called "the Society" which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the one part, and the Governor of Bombay of the other part.

(hereinafter called "the Governor" which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns)

Whereas the principal objects for which the Society is established are:- to build houses

~~(here enter the~~

~~Building houses for dwelling purposes~~ for the members of the society.

And whereas the Society has applied to the ~~Government of Bombay (herein after referred to as "the Government")~~ that certain lands bearing Survey Nos 196A/1(a), 196A/1(b), 196A/2 of Gokak more particularly described in the schedule hereto annexed and hereafter referred to as the "said land" should be acquired under the provisions of the Land Acquisition Act, 1894 (1 of 1894) (herein after referred to as "the said Act") for ~~the following purposes namely:-~~ building houses ~~for dwelling purposes~~ for the members of the Society

And whereas the Government having caused an enquiry to be made in conformity with the provisions of the said Act and being satisfied as a result of such enquiry, that the acquisition of the said land is needed for the ~~dwelling houses~~ housing purpose has consented to the provisions of the said Act being put in force in order to acquire the said land for the Society and has pursuant to Section 41 of the said Act required the Society to enter into an agreement hereinafter contained with the Government.

Now these presents witness and it is hereby agreed that the Government shall put in force the provisions

of the said Act in order to acquire the said land for the Society on the following conditions, namely :-

1. The Society shall pay to the Government the entire cost as determined by the Government, of the acquisition of the said land, including all compensation, damages, costs, charges and other expenses whatsoever, which have been or may be paid or incurred in respect of or on account of such acquisition or in connection with any litigation arising out of such acquisition either in the original or Appellate Courts, and including the costs on account of any establishment and salary of any Officer or Officers of the Government whom the Government may think if necessary to employ or depute on special duty for the purpose of such acquisition and also including the percentage charges on the total amount of compensation awarded as prescribed in Government Resolution, Revenue Department, No.2461/24 dated the 6th March 1925 and 24th November 1925 or any other resolutions which may be issued by Government hereafter in supersession or modifications of the said resolutions. The monies which shall be payable by the Society under this clause shall be paid by it by the initial deposit with the Collector of Belgaum (hereinafter called "the Collector") of the sum of rupees four thousand only (Rs.4,000/-) within seven days after the execution of this agreement and thereafter by payment to the Collector within fourteen days after demand by the Collector in writing or such further amount or amounts as the Collector shall from time to time estimate to be required for the purpose of paying or disbursing any compensation, damages, costs, charges or expenses herein before referred to.

2. On payment of the entire cost of the acquisition of the said land, as herein above referred to, the whole of the said land shall, as soon as conveniently may be, be transferred to the Society at the cost in every respect

of the Society so as to vest in the Society, subject to the provisions of the Bombay Land Revenue Code, 1879 (herein after called the "said Code") and the rules made thereunder and subject also to the provisions of this agreement as to the terms on which the land shall be held by the Society.

3. The said land when transferred to and vested in the Society shall be held by the Society as its property to be used only in furtherance of and for purposes for which it is acquired, subject nevertheless to the payment of agricultural, non-agricultural or other assessment if and so far as the said land is or ma from time to time be liable to such assessment under the provisions of the said Code and the rules made thereunder, and the local fund cess, as the case may be.

4. The Society shall -

(i) not use the said land for any purpose other than that for which it is acquired.

(ii) undertake the work of construction of the building or buildings required for dwelling purpose for members of the society within one year from the date on which possession of the land is handed to the Society and complete the same within three years from the aforesaid date;

(iii) at all times keep and maintain the said land and the building or buildings erected thereon in good order and condition to the satisfaction of the Collector

(iii-a) at its own cost provide and continue to provide on the said land such markets, roads, parks, and other amenities as the Government may by a general or special order prescribe and observe and carry out all the directions which the Government may from time to time issue with respect to such markets, roads, parks and other amenities including the directions as regards

the maintenance or use thereof or entry therein

iv) manage the said Society in accordance with the rules framed under the Bombay Co-Operative Societies Act, 1925.

v) maintain all records of the Society properly and supply to the Government punctually such information as may from time to time be required.

vi) not use the said land or any building that may be erected upon it for any purpose which in the opinion of Government is objectionable.

5. The Society shall from time to time and at all times permit the Government or any Officer or Officers authorized by the Government in that behalf, to inspect the said land and any works of the Society upon the said land whether in the course of construction or otherwise and shall furnish to the Government from time to time on demand correct statements of the monies expended by the Society in the construction of the said works of the Society upon the said land.

6. In case the said land is not used for the purposes for which it is acquired as hereinbefore recited or is used for any purpose or in case the Society commits a breach of any of the conditions hereof, the said land together with the buildings if any, erected thereon, shall be liable to resumption by the Government subject, however, to the condition that the amount spent by the Society for the acquisition of the said land or its value as undeveloped land at the time of resumption, whichever is less (but excluding the cost of value of any improvements made by the Society to the said land or of any structure standing on the said land) shall be paid as conpensation to the Society.

Provided that the said land and the buildings, if any, erected thereon shall not be so resumed, unless due

notice of the breach complained of has been given to the Society and the Society has failed to make good the breach or to comply with any directions issued by the Government in this behalf, within the time specified in the said notice for compliance therewith.

7. If at any time or times the whole or any part of the said land is required by Government or for the purpose of making any new public road or for any purpose connected with public health, safety, utility or necessity (as to which matter the Society shall accept as final the decision of the Government), the Society on being there unto required by the Government in writing shall transfer to the Government the whole or part of the said land as the Government shall specify to be necessary for any of the aforesaid purposes, and in consideration of such trans... the Government shall pay to the Society a sum equal to the amount of the compensation awarded under the said Act and paid by the Society in respect of the land so transferred, including the percentage awarded under sec.23(2) of the said Act, together with such amount as shall be estimated by the Executive Engineer, Belgaum Division, whose decision in the matter shall be final, as the costs of the development of the land so transferred, which shall include the value at the date of transfer of any structures standing thereon, and when part of a building is on the land so transferred and part is on an adjoining land, reasonable compensation for the injurious affection of the part of the building on the adjoining land.

8. All the costs and expenses of and incidental to the preparation and execution of these presents shall be paid by the Society.

The Schedule above referred to

SCHEDULE

District Belgaum Taluka Gokak

Town Gokak Survey No.196A/1(a),196A/1(b),196A/2

(some portion of the land has already been acquired for the post Office Building).

Approximate area of the land required

In witness whereof Mr.D.V.Arbatti, Chairman, hath for and on behalf of the Society set his hand and the seal of the Society and the Collector of Belgaum hath on behalf of the Government of Bombay set his hand and affixed the seal hereto the date and year first above written.

Signed, sealed and delivered by.
D. V. Arbatti
~~In the presence of~~ --
Chairman of the Gokak Cooperative Housing Society Ltd for and on behalf of the Society
1. pursuant to a resolution of the Managing Committee
of the Society dated —
2. in the presence of :-
1)

Chairman of the Housing Co-Op. Society Ltd., G o k a k.

Seal of the Society.

Signed, sealed and delivered by
In the presence of Belgaum

Collector of Belgaum.

Seal of the Collector.

GD/2-8

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Legal Department.

The draft Agreement as amended is in order.

BM 1579

oc/ Solicitor to Government.

U.R. to R.D.No. 11464 dated the 15th September 1949.

K. 14/9.

MJB 1579

AGREEMENT.

An agreement made this the 14th day of August One Thousand Nine hundred and Fortynine between Basaweshwar Vidya Vardhak Sangha, registered under Indian Society's Act No (XXI) of 1860) and having its registered office at Bagalkot (hereinafter called "The Sangha") which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the one part, and the Governor of Bombay on the other part.

Whereas the principle objects for which the Sangha is established are :-

To educate the youths of the country in general, Technical, Commercial, Agricultural and such other subjects by founding Scholarships, lodging and boarding houses, schools and colleges, workshops or by such other means as may be resolved upon from time to time by the Sangha.

And whereas the Sangha has applied to the the Government ~~of Bombay (hereinafter referred as "The Govt.")~~ that certain land ~~i.e.~~ T. P. No. 24 A, ~~one acre and 23 guntas~~ situated in the village and taluka of Bagalkot, ~~taluka Bagalkot~~ more particularly described in the schedule heroto annexed and hereinafter referred to as "The said land" should be acquired under the provisions of Land Acquisition Act 1894 (one of 1894) hereinafter referred to as the "Said Act" for the ~~following purposes namely,~~ Playground for Basaveshvar College and other educational institutions of the Sangha and for the constructions of hostels.

And whereas the Govt. having caused

.. an ..

an enquiry to be made in conformity with the provisions of the said Act and being satisfied as a result of such enquiry that the acquisition of the land is needed ~~for the purpose of the Sangha viz.~~ for the playground for the Basaveshvar College and other educational institutions of the Sangha and for the constructions of the hostels, has consented to the provision of the said Act being now put in force in order to acquire the said land for this Sangha to enter into an agreement hereinafter contained with the Govt. // Now these presents witness and it is hereby agreed that Govt. shall put in force the provisions of the said Act in order to acquire the said land for the Sangha on the following conditions namely:-

and has pursuant to section 41 of the said Act required the Sangha to

1. The Sangha shall pay to the Govt. the entire cost as determined by the Govt. of the acquisition of the said land, including all compensations, damages, costs, charges and other expenses what-so-ever, which have been or may be paid or indurred in respect of or on account of such acquisition either in the original or Appellate Courts and including the costs on account of any establishment and salary of any other officer or officers of the Govt. whom the Govt. may think it is necessary to employ or depute on special duty for the purpose of such acquisition and also including the ~~per~~ percentage charges on account of total amount of compensation awarded as prescribed in the Govt. Resolutions Revenue Department No.2461/24 dated the ~~sixth~~ 6th March 1925 and 24th November 1925 or any other resolutions which may be issued by the Govt. hereafter in supersession or modification of the said resolutions. The monies which shall be payable by the Sangha under this clause shall be paid by it by the intial deposi

-- with --

with the Collector of Bijapur (hereinafter called the "Collector") of the sum of Rupees one Thousand eight hundred and seventy five Rs.1875/- within 7 days of the execution of this agreement and thereafter by payment to the Collector within 14 days after demand by the Collector in writing of such further amount or amounts as the Collector shall from time to time estimate to be required for the purpose of paying or disbursing any compensation, damages, costs, charges or expenses herein before referred to.

2. On payment of the entire cost of the acquisition of the said land as herein above referred to, the whole of the said land shall, as soon as conveniently may be, be transferred to the Sangha at the cost in every respect of the Sangha so as to vest the Sangha subject to the provisions of the Bombay Land Revenue Code, 1879 (hereinafter called the "said Code") and the rules made thereunder and subject to the terms on which the land shall be held by the Sangha.

3. The said land when so transferred to and vested in the Sangha shall be held by the Sangha as its property to be used only in furtherance of and for purposes for which it is acquired subject nevertheless to the payment of the agricultural, non-agricultural or other ~~assignment~~ assessment if and so far as the said land is or from time to time be liable to such assessment under the provisions of the said Code and the rules made thereunder, and the Local Fund Cess as the case may be.

4. The Sangha shall: --

(1)

(i) not use the said land for any purpose other than that for which it is acquired.

(ii) undertake the work of construction of the building or buildings required for the hostels within one year from the date on which possession of the land is handed to the Sangha and complete the same within 3 years from the aforesaid date.

(iii) at all times, keep and maintain the said land and building or buildings erected thereon in good order and conditions to the satisfaction of the Collector.

(iii-a) at its own cost provide and continue to provide on the said land such markets, roads, parks and other amenities as the Government may by a general or special order prescribe and observe and carry out all the directions which the Government may from time to time issue with respect to such markets, roads, parks and other amenities including the directions as regards the maintenance of use thereof or entry therein.

(iv) manage the said Sangha in accordance with the rules framed under Indian Society's Act 21 of 1860.

(v) maintain all records of the Sangha properly and supply to the Government punctually such information as may from time to time be required by the Government.

(vi) not use the said land or any building that may be erected upon it for any purpose which in the opinion of the Government is objectionable.

5. The Sangha shall from time to time and all times permit the Government or officer or officers authorised by the Government in that behalf to inspect the said land whether in the course of construction or otherwise and shall furnish to the Government from time to time on demand correct statements of the monies expended by the Sangha in construction of the said works of the Sangha upon the said land.

6. In case the said land is not used for the purpose for which it is acquired as hereinafter recited or is used for any other purpose or in case the Sangha commits a breach of any of the conditions hereof, the said land shall be liable to

resumption.....

resumption by the Government subject ho. to the condition that the amount spent by the Sangha for the acquisition of the said land or its value as undeveloped land at the time of resumption whichever is less (But excluding the cost or value of any improvement made by this Sangha to the said land or any structure standing on the said land) shall be paid as compensation to the Sangha.

Provided that the said land and the buildings, if any, erected thereon shall not be so resumed, unless due notice of the breach complained of, has been given to the Sangha, and the Saggha has failed to make good the breach or to comply with any directions issued by the Government in this behalf, within the time specified in the said notice for compliance therewith.

7. If at any time or times the whole or any part of the said land is required by the Government of for the purpose of making any new public road or for any purpose connected with public health, safety, utility or necessity (as to which matter the Sangha shall accept as final decision of the Governmentl. the Sangha on being thereunto required by the Government in writing shall transfer to the Government the whole or part of the said land as the Government shall specify to be necessary for any of the aforesaid purposes, and in consideration of such transfer the Government shall pay to the Sangha a sum equal to the amount of the compensation awarded under the said Act and paid by the Sangha in respect of the land so transferred including the percentage awarded under Section 23(2) of the said Act, together wit

such amount as shall be estimated by the Executive Engineer, Bijapur Division whose decision in the matter shall include the value at the date or transfer of any structure standing thereon, and when part of a building is on the land, so transferred, and part is on an adjoining land, reasonable compensation for the injurious affection of the part of the building on the adjoining land.

8. All the costs and expenses and incidental to the preparation and execution of these presents shall be paid by the Sangha.

The Schedule above referred to

Schedule:-

District Bijapur, Taluka Bagalkot Village Bagalkot

T.P.No.24 A.

Approximate area of the land required: 1 acre 28 guntas.

In witness thereof, the Chairman, the Vidya Vardhak Sangha, Bagalkot, hath for and on behalf of the ~~Basaveshwar Vidya Vardhak~~ Sangha, ~~Bagalkot~~, set his hand and seal of the Sangha and the Collector of Bijapur hath on behalf of the Governor of Bombay set his hand and affixed the seal hereto the day and the year first above written.

~~For and on behalf of the Sangha~~

Signed, sealed and delivered by

Sgr

Chairman,

Basaweshwar Vidya Vardhak Sangha,
Bagalkot, for and on behalf of the Sangha
Pursuant to a resolution of the Managing Committee
of the Sangha dated the — day of — 19—
in the presence of:-

~~In the presence of~~

1.

2.

Countersigned by

1.

2.

Members of the Managing Committee

Before me

Magistrate, First Class, Bagalkot.

Signed, sealed and delivered by
— Sgr.
Collector of Bijapur
in the presence of:—

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Legal Department.

The draft agreement as amended is in order.

2. R.D. is requested to check the testimonium clause of the draft agreement with the constitution and bye-laws of the Sangh.

BN 14/10

Solicitor to Government.

U.R. to R.D., No. 11377, dated the 12th October 1940.

Issued CMP 12/10

LDR. 10.

Submitted after recess

File in Agn Leg 1/4

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Solr BN 13/10

ement. 4526 of 1949

An agreement made this the 29th day of August one thousand nine hundred and forty nine between the Karnatak Lingayant Education Society, Belgaum, a society registered under the Companies Act (XXI of 1860), and having its registered office at Belgaum (hereinafter called "the society" which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the one part, and the Governor of Bombay* of the other part.

* (hereinafter called "the Government" which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns)

Whereas the principal objects for which the Society is established are:-

(a) To establish Colleges, Schools and other educational institutions of Various kinds in important places as may be determined from time to time by the Society at a meeting of the General Body.

(b) To take over or affiliate Collages and Schools belonging to or managed by other similar Educational Societies or Local Self Governing Bodies, for purposes of management and control.

(c) To spread Education in general and impart instruction in any branch of knowledge, wherever and whenever feasible.

And whereas the Society has applied to the Government ~~of Bomaby (hereinafter referred to as "the Government")~~. that the lands of Revision S. Nos. 31, 32, 33, 34, 41, 43, 44 & 45 of Unakal village in Hubli Taluka more particularly described in the Schedule hereto annexed and hereinafter referred to as" the said lands " should be acquired under the provisions of the Land Acquisition Act, 1894(I of 189

(hereinafter referred to as"the said Act").

for the ~~following purposes, namely:-~~

(a) The buildings, ~~hostels, staff quarters, play grounds, etc.~~ of the ~~Bhomaraddi~~ ~~Kx~~ Polytechnic and ~~Engineering~~ College, Hubli.

And whereas, the Government, having caused an inquiry ~~at~~ to be made in conformity with the provisions of the said Act and being satisfied as a result of such in inquiry that the acquisition of the said lands is needed for the building of the ~~Bhomaraddi~~ Polytechnic and ~~Engineering~~ College has consented to the provisions of the said Act being put in force in order to acquire the said lands for the Society and has pursuant to section 41 of the said Act required the ~~Sm~~ Society to enter into and agreement hereinafter contained with the Government.

Now these presents witness and it is hereby agreed that the Government shall put in force the provisions of the said Act in order to acquire the said lands for the ~~Sm~~ Society on the following conditions, namely:-

(1) The society shall pay to the ~~Same~~ Government the entire cost, as determined by the Government, of the acquisition of the said lands, including all compensation, damages, costs, charges and other expenses whatsoever, which have been or may be paid or incurred in respect of or on account of such acquisition of in connection with any litigation arising out of such acquisition either in the original or Appellate Courts, Courts, and including the costs on account of any establishment and salary of any offcer or officers of the Government whom the Government

may think it necessary to employ or depute on special duty for the purpose of such acquisition and also including the percentage charges on the total amoun of compensation awarded as prescribed in Government Resolutions, Revenue Departmen No. 2461/24, dated the 6th March 1925 and 24th November 1925 or any other resolutio which may be issued by the Government hereafter in supercession or modification of the said Resolutions. The monies which shall be payable by the Society under this clause shall be paid by it by the initial deposit with the Collector of Dharwar ("hereinafter called" the Collecto of ~~~~ the sum of Rupees 63500/- sixty three thousand five hundred five hundred only (Rs 63500) within seven days after the execution of this agreement and thereafte by payment to the Collector within fourteen days after demand by the Collector in writing of such further amount or amounts as the Collector shall from time to time estimate to be required for the purpose of paying of disbursing any compensation, damages, costs, charges or expenses hereinbefore referred to.

(2) On payment of the entire cost of ~~the entire cost of~~ the acquisition of the said lands as hereinabove referred to, the whole of the said lands shall as soon as conveniently may be be transferred to the Society at the cost in every respect of the Society so as to vest in the Society subject to the provisions of the Bombay Land Revenue Code 1879 (hereinafter called the

said....

said Code") and the rules made thereunder and subject also to the provisions of this agreement as to the terms on which the land shall be held by the Society.

(3) The said lands when so transferred to and vested in the Society shall be held by the Society as its property to be used only in furtherance of and for purposes for which they are acquired; subject nevertheless to the payment of agricultural, non-agricultural or other assessment if and so far as the said lands are or may from time to time be liable to such assessment under the provisions of the said code and the rules made thereunder, and the local fund cess, as the case may be.

(4) The Society shall-

(i) not use the sadd lands for any purpose other than that for which they are acquired;

(ii) undertake the work of the construction of the building or buildings required for the ~~Bhemaraddi Polytechnic and Engineering~~ College forthwith, i.e. from the date on which the possession of the lands is handed over to the Society and complete the same within four years from the aforesaid date:

(iii) at all times keep and maintain the said lands and the buildings or buildings erected ther on in good order and condition to the satisfaction of the Collector

(iii-a) at its own cost provide and continue to provide on the said land such roads, parks, and other amenities as the Government may by a general or special order prescribe and obse rve and carry out all the directions which the Government may from time to time issue with respect to such markets, roads, parks and other amenities including the directions as regards the maintenance or use thereof or entry therein.

(iv) maintain all records of the Society properly and supply to the Government punctually such (returns of educational, statistical and other) information as may from time to time be required by the Government;

(v) manage and conduct the said society in accordance with the rules and regulations for the time being in force of the Educational Department of the Government;

(vi) not use the said lands or any building that may be erected upon them for any purpose which in the opinion of Government is objectionable.

(5) The Society shall, from time to time and at all times permit the Government or any officer or officers authorised by the Government in that behalf, to inspect the said lands and any works of the Society upon the said lands whether in the course of construction or otherwise and shall furnish to the Government from time to time on demand correct statements of the monies expended by the Society in the construction of the said works of the Society upon the said lands.

(6) In case the said lands are not used for the purposes for which they are acquired as herein before recited or are used for any other purpose or in case the Society commits a breach of any of the conditions hereof, the said lands, together with the buildings, if any, erected thereon, shall be liable to resumption by the Government, subject however, to the condition that the amount spent by the Society for the acquisition of the

d lands or its value as undeveloped lands at the time of resumption, which ever is less(but excluding the cost or value of any improvements made by the Society to the said lands/ or of any structure standing on the said lands/) shall be paid as compensation to the Society.

Provided that the said lands and the buildings, if any, erected thereon shall not be so resumed, unless due notice of the breach complained of has been given to the Society and the Society has failed to make good the breach or to comply with any directions issued by the Government in this behalf, within the time specified in the said notice of compliance therewith.

(7) If at any time or times the whole or any part of the said lands/ are required by Government or for the purpose of making any new public road or for any purpose connected with public health, safety, utility or necessity (as to which matter the Society shall accept as final the decision of the Government), the Society on being thereunto required by the Government in writing shall transfer to the Government the whole or part of the said lands/ as the Government shall specify to be necessary for any of of the aforesaid purposes and in consideration of such transfer the Government shall pay to the Society a sum equal to the amount of the compensation awarded under the said Act and paid by the Society in respect of the lands so transferred, including the percentage awarded ~~xx~~ under section 23(2) of the said Act,together with such amount as may be estimated by the Executive Engineer,

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Dharwar Division, whose decision in the matter shall be final, as the costs of the development of the lands so transferred, which shall include the value on the date of transfer of any structures standing thereon, and when part of a building is on the lands so transferred and part is on an adjoining land, resonable compensation for the injurious affection of the part of the building on the adjoining land.

(8) All the costs and expenses of and incidental to the preparation and execution of these presents shall be paid by the Society.

THE SCHEDULE ABOVE REFERRED TO.

SCHEDULE.

District-Dharwar. Taluka- Hubli.

Village Unakal. Survey Nos.31,32,33,34 41,43,44 & 45.

Approximate area of the land required 94 acres and 6 Gunthas.

In witness whereof Mr. the chairman of the Managing Committee of the Karnatak Lingayat Education Societ Belgaum hath for and on behalf of the Society set his hand and the seal of the Society and the Collecter of Dharwar hath on behalf of the Governor of Bombay set his hand and affixed the seal hereto the day and year first above written.

Signed, sealed and delivered by the Chairman, Board of Management, K.L.E. Society, Belgaum, pursuant to a resolution of the Board of Management dated ——

p.t.o.

In the presence of,

1.

2. Seal.

Signed, sealed and delivered by

In the presence of:

1.

2.

Seal.

DD/14/10/

53227

Legal Department.

The draft Agreement as amended is in order.

Solicitor to Government.

U.R. to R.D., No. 11678, dated the 19th October 1949.

Issued cop 19/10 LDR. 18. PGS 1811/49

Submitted after issue

File in Agt Lag/Leg

MCP
25/10

Sdr BR 2011